

Booking Conditions

APPLIES TO ALL BLACK FRIDAY BOOKINGS MADE
BETWEEN 16 NOVEMBER - 1 DECEMBER 2023



These Booking Conditions set out the terms on which you contract with us for your Journey. By making a Booking, you acknowledge that you have read, understood and agree to be bound by these Booking Conditions. We reserve the right to change these Booking Conditions at any time prior to you making a Booking. Capitalised terms are defined at the rear of these Booking Conditions.

"You" and "your" means all persons named in a booking (including anyone who is added or substituted at a later date). "We", "us", "our" and "Outback Spirit Tours" means Outback Spirit Tours Pty Ltd (ACN 006 972 130).

1. Booking

A booking is confirmed (and a contract between you and us comes into effect) when:

- You have made a Booking and have provided us with all necessary information to process your request;
- You have paid us the Deposit (and any other amounts payable at the time of making the Booking) in accordance with these Booking Conditions; and
- We have sent you a Booking Confirmation.

We reserve the right to decline a Booking at our discretion. If we decline your Booking and you have made any payments to us on account of that request, then we will promptly refund amounts received by us.

We require names to be given exactly as stated in your passport or driver's licence (as applicable). If you do not advise the correct information and we have to re-issue airline tickets or other documentation, then you will be responsible for any fees charged by suppliers (such as airline cancellation charges or re-issue fees) in addition to our own reasonable administration fees.

2. Our Services

We commence providing services to you as soon as we confirm your booking. This includes (often significant) work undertaken prior to travel to arrange and coordinate the delivery of your Journey. You also receive the benefit of work we undertake in anticipation of bookings.

OUR OPERATED JOURNEYS For Journeys we operate, our services are limited to: (a) the arrangement and coordination of the Journey Services; and (b) the delivery of Journey Services which we directly control, operate or own.

ADDITIONAL SERVICES For any Additional Services you book through us, we act as booking agent for the Additional Services Principal only. The services we provide to you are limited to arranging for you to contract with the Additional Services Principal for the supply of the Additional Services.

3. Prices

Journey Prices stated are in Australian Dollars (\$AUD), are inclusive of GST and are subject to change prior to you making a Booking. Journey Prices are per person, twin share. Single supplements are payable for solo travellers requesting single accommodation or if a travelling companion cancels. Your Booking Confirmation will confirm your Journey Price. The Journey Price is for our Journey Services. The price for any Additional Services will be itemised separately. Payments by debit or credit card are subject to a surcharge equal to the costs we incur to process the payment.

If you book any Additional Services through us, you acknowledge that we will not confirm these Additional Services until we receive payment of your Deposit. If the price for any Additional Services increases prior

to us receiving your Deposit, then you must pay the increased price otherwise we will not confirm the Additional Services and we will refund you that part of the Deposit attributable to those Additional Services.

International and domestic airfares and airport/hotel transfers are not included in a Journey unless specifically stated. Costs associated with passports, visas, vaccinations, insurance, meals (other than those stipulated), emergency evacuation costs, gratuities, and all items of a personal nature are not included and are your responsibility. If we incur any of these costs on your behalf, then you agree to reimburse us for them on demand.

4. Payment, Amendments & Cancellations by You

The table below outlines the following dependent on the Fare Class you have booked: (a) the basis on which your Journey Price is calculated; (b) when you are required to pay your Deposit and Final Payment; (c) terms on which you may request amendments; and (d) cancellation fees payable if you give notice or are deemed to have cancelled your booking.

If your Booking is for any special or promotional offer, the payment, amendment and cancellation terms will be specified in that offer. The below table will not apply to any special or promotional offers unless the offer explicitly says so.

If you fail to make payment of the Final Payment by the due date, we will remind you to make payment. In addition to the payment, you will also be responsible for any costs imposed on us by suppliers resulting from late payment. If we do not receive payment within 7 days after the reminder, you will be deemed to have cancelled your booking.

Cancellations and requests to amend the dates of travel must be made by contacting us. If you have booked through a travel agent, please contact them to make the request. You acknowledge that you have been given the option to book a Fully Flexible Fare which is fully refundable if you give notice to cancel at least 24 hours prior to commencement of your Journey, and that cancellation fees of up to 100% of the Journey Price are payable for other Fare Classes dependent on the notice period for cancellations applicable to that Fare Class.

Amendment requests are subject to availability. If an alternative date within 12 months of the original commencement date (or within such other window of applicable alternative dates, if specified in the table below for a particular Fare Class) is unavailable or unsuitable for you and you notify us that you cannot travel on the original dates for your Journey then you will be deemed to have cancelled your booking and cancellation fees may apply depending on your Fare Class.

If we are able to confirm a request to amend the dates of travel for your Journey, then other than with respect to the Fully Flexible Fare Class: (a) you are not permitted to make further amendments; and (b) cancellation of the amended Journey will be subject to cancellation fees of 100% of the Journey Price irrespective of when notice to cancel is received. For the avoidance of doubt, multiple amendments are permitted for the Fully Flexible Fare Class.

Booking Conditions

APPLIES TO ALL BLACK FRIDAY BOOKINGS MADE BETWEEN 16 NOVEMBER - 1 DECEMBER 2023



TRAVEL PERIOD: 1 JANUARY 2023 – 31 DECEMBER 2023

	Fully Flexible Fare	Everyday Fare	Everyday Past Passenger Fare
Deposit	100% of Journey Price due within 7 days of making a Booking.	25% of Journey Price due within 7 days of making a Booking. Deposit value is 100% of the Journey Price for Bookings made within 100 days of commencement of the Journey.	15% of Journey Price due within 7 days of making a Booking. Deposit value is 100% of the Journey Price for Bookings made within 100 days of commencement of the Journey.
Final Payment	N/A	Due 100 days prior to commencement of the Journey.	Due 100 days prior to commencement of the Journey.
Guest Amendments*	Amendment requests permitted up to 24 hours prior to commencement of the Journey.	Amendment requests permitted up to 45 days prior to commencement of the Journey.	Amendment requests permitted up to 45 days prior to commencement of the Journey.
Guest Cancellations	Journey Price is fully refundable for cancellations received at least 24 hours before commencement of the Journey.	<ul style="list-style-type: none"> Cancellations received more than 100 days prior to commencement of the Journey: cancellation fee is 15% of the Journey Price Cancellations received more than 45 days prior to commencement of the Journey: cancellation fee is 25% of the Journey Price Cancellations received 45 days or less prior to commencement of the Journey: cancellation fee is 100% of the Journey Price 	<ul style="list-style-type: none"> Cancellations received more than 100 days prior to commencement of the Journey: cancellation fee is 15% of the Journey Price Cancellations received more than 45 days prior to commencement of the Journey: cancellation fee is 25% of the Journey Price Cancellations received 45 days or less prior to commencement of the Journey: cancellation fee is 100% of the Journey Price

*Amendments are subject to (a) the Journey Price for the amended date; and (b) any amendment or cancellation fees charged by Independent Suppliers (for example hotels or attractions). Any Journey Price difference and/or fees charged by Independent Suppliers must be paid by you prior to us confirming amended travel dates for your Journey.

TRAVEL PERIOD: 1 JANUARY 2024 – 31 DECEMBER 2024

	Fully Flexible Fare	Everyday Fare	Everyday Past Passenger Fare	Black Friday Sale Fare
Deposit	100% of Journey Price due within 7 days of making a Booking.	25% of Journey Price due within 7 days of making a Booking. Deposit value is 100% of the Journey Price for Bookings made within 100 days of commencement of the Journey.	15% of Journey Price due within 7 days of making a Booking. Deposit value is 100% of the Journey Price for Bookings made within 100 days of commencement of the Journey.	100% of Journey Price due within 7 days of making a Booking.
Final Payment	N/A	Due 100 days prior to commencement of the Journey.	Due 100 days prior to commencement of the Journey.	N/A
Guest Amendments*	Amendment requests permitted up to 24 hours prior to commencement of the Journey.	Amendment requests permitted up to 45 days prior to commencement of the Journey.	Amendment requests permitted up to 45 days prior to commencement of the Journey.	N/A
Guest Cancellations	Journey Price is fully refundable for cancellations received at least 24 hours before the commencement of the Journey.	<ul style="list-style-type: none"> Cancellations received more than 45 days prior to commencement of the Journey: cancellation fee is 25% of the Journey Price Cancellations received 45 days or less prior to commencement of the Journey: cancellation fee is 100% of the Journey Price 	<ul style="list-style-type: none"> Cancellations received more than 100 days prior to commencement of the Journey: cancellation fee is 15% of the Journey Price Cancellations received more than 45 days prior to commencement of the Journey: cancellation fee is 25% of the Journey Price Cancellations received 45 days or less prior to commencement of the Journey: cancellation fee is 100% of the Journey Price 	100% cancellation fees apply outside of 7 days of receiving booking confirmation.

*Amendments are subject to (a) the Journey Price for the amended date; and (b) any amendment or cancellation fees charged by Independent Suppliers (for example hotels or attractions). Any Journey Price difference and/or fees charged by Independent Suppliers must be paid by you prior to us confirming amended travel dates for your Journey.

Booking Conditions

APPLIES TO ALL BLACK FRIDAY BOOKINGS MADE
BETWEEN 16 NOVEMBER - 1 DECEMBER 2023



TRAVEL PERIOD: 1 JANUARY 2025 – 31 DECEMBER 2025

	Fully Flexible Fare	Everyday Fare	Everyday Past Passenger Fare	Earlybird	Advance Purchase
Deposit	100% of Journey Price due within 7 days of making a Booking.	\$500 per person due within 7 days of making a Booking. Deposit value is 100% of the Journey Price for Bookings made within 100 days of commencement of the Journey.	\$500 per person due within 7 days of making a Booking. Deposit value is 100% of the Journey Price for Bookings made within 100 days of commencement of the Journey.	\$1,000 per person due within 7 days of making a Booking. Deposit value is 100% of the Journey Price for Bookings made within 180 days of commencement of the Journey.	25% of Journey Price due within 7 days of making a Booking. Deposit value is 100% of the Journey Price for Bookings made within 180 days of commencement of the Journey.
Final Payment	N/A	Due 100 days prior to commencement of the Journey.	Due 100 days prior to commencement of the Journey.	Due 180 days prior to commencement of the Journey.	Due 180 days prior to commencement of the Journey.
Guest Amendments*	Amendment requests permitted up to 24 hours prior to commencement of the Journey.	Amendment requests permitted up to 60 days prior to commencement of the Journey. Amended Journey must be within the same Travel Period.	Amendment requests permitted up to 60 days prior to commencement of the Journey. Amended Journey must be within the same Travel Period.	Amendment requests permitted up to 60 days prior to commencement of the Journey. Amended Journey must be within the same Travel Period.	Amendment requests permitted up to 60 days prior to commencement of the Journey. Amended Journey must be within the same Travel Period.
Amendment Fees*	N/A	Amendments requested up to 100 days prior to commencement of the Journey: no fee Amendments requested between 60-99 days prior to commencement of the Journey: \$250 per guest charged	Amendments requested up to 100 days prior to commencement of the Journey: no fee Amendments requested between 60-99 days prior to commencement of the Journey: \$250 per guest charged	Amendments requested up to 100 days prior to commencement of the Journey: no fee Amendments requested between 60-99 days prior to commencement of the Journey: \$250 per guest charged	Amendments requested up to 100 days prior to commencement of the Journey: no fee Amendments requested between 60-99 days prior to commencement of the Journey: \$250 per guest charged
Guest Cancellations	Journey Price is fully refundable for cancellations received at least 24 hours before the commencement of the Journey.	<ul style="list-style-type: none"> Cancellations received up to 100 days prior to commencement of the Journey: cancellation fee is \$500 per person Cancellations received between 60-99 days prior to commencement of the Journey: cancellation fee is 50% of the Journey Price Cancellations received less than 60 days prior to commencement of the Journey: cancellation fee is 100% of the Journey Price 	<ul style="list-style-type: none"> Cancellations received up to 100 days prior to commencement of the Journey: cancellation fee is \$500 per person Cancellations received between 60-99 days prior to commencement of the Journey: cancellation fee is 50% of the Journey Price Cancellations received less than 60 days prior to commencement of the Journey: cancellation fee is 100% of the Journey Price 	<ul style="list-style-type: none"> Cancellations received up to 180 days prior to commencement of the Journey: cancellation fee is \$1000 per person Cancellations received between 60-179 days prior to commencement of the Journey: cancellation fee is 50% of the Journey Price Cancellations received less than 60 days prior to commencement of the Journey: cancellation fee is 100% of the Journey Price 	<ul style="list-style-type: none"> Cancellations received up to 180 days prior to commencement of the Journey: cancellation fee is 25% of the Journey Price Cancellations received less than 180 days prior to commencement of the Journey: cancellation fee is 100% of the Journey Price

*Amendments are subject to (a) the Journey Price for the amended date; (b) availability within the same Fare Class; (c) for Fully Flexible Fares, availability of an amended date within 12 months of the original commencement date, and for all other Fare Classes, availability of an amended date within the 2025 Travel Period; (d) amendment fees (as specified in the above table); and (e) any amendment or cancellation fees charged by Independent Suppliers (for example hotels or attractions). Any Journey Price difference, amendment fees (as specified in the above table) and/or fees charged by Independent Suppliers must be paid by you prior to us confirming amended travel dates for your Journey.

Booking Conditions

APPLIES TO ALL BLACK FRIDAY BOOKINGS MADE
BETWEEN 16 NOVEMBER - 1 DECEMBER 2023



5. Cancellations by Us

If we cancel your Journey for reasons other than Force Majeure (see below) or a failure to satisfy minimum numbers (see below), you will be offered (at your election) a refund of the Journey Price received by us, the offer of an alternative Journey of comparable quality if appropriate or a Credit Note of all funds received.

To the fullest extent permitted by law, we will not be responsible for any other loss or costs you incur (for example, airfares not included in your Journey, insurance and visa expenses) if your Journey or particular Journey Services are cancelled for any reason.

6. Minimum Numbers

Journeys are based on a minimum number of passengers travelling, except where we expressly state that a specific Journey date is a guaranteed departure date. We will advise you prior to issuing your Booking Confirmation if this is the case. If a Journey fails to satisfy minimum numbers, the Journey may be cancelled, rescheduled or re-costed. We will give you notice no later than 100 days prior to the Journey's commencement. If the Journey is rescheduled or re-costed, you will have the option to either accept the rescheduled departure date or the new cost (as applicable) or to cancel your booking. You must make this election within 7 days of receiving notice from us. If we cancel the Journey or if you cancel your booking in these circumstances, we will at your election refund all payments made or credit payments towards an alternative Journey.

7. Amendments by Us

PRIOR TO TRAVEL

Due to the dynamic nature of the travel industry, we may occasionally need to make amendments or modifications to the itinerary of your Journey and its inclusions and you acknowledge our right to do this. Most changes will not be significant. If we become aware of any significant changes to your Journey's itinerary or its inclusions that materially detract from the overall characteristics or value of the Journey (where we determine it can still proceed), then we will notify you within a reasonable time and you may elect to:

- proceed with the Journey, in which case we will refund you an amount attributable to the reduction in value determined by us acting reasonably; or
- cancel your Journey, in which case we will refund the Journey Price received by us at that time.

If you do not contact us to make an election within 7 days of us notifying you of the significant change (or within a reasonable shorter timeframe where the change is notified nearer to your Journey's commencement), then you will be deemed to have elected to proceed with the Journey.

DURING TRAVEL

You acknowledge that the itinerary, modes of transport, accommodation and/or the Journey's inclusions may need to change during your Journey due to local circumstances beyond our reasonable control, including but not limited to road or rail track conditions, poor weather, changes in transport schedules, cultural considerations and/or vehicle breakdowns. In these circumstances we will endeavour to make suitable alternative arrangements, which may include the use of light aircraft.

ACCOMMODATION

Due to the dynamic nature of the travel industry, we may need to substitute hotels, vessels and other forms of accommodation with alternative properties or vessels. We will endeavour for these

substitutes to be of a substantially comparable standard.

We will endeavour to minimise substitutions. You acknowledge that these substitutions will not be considered a significant change.

GENERAL

To the fullest extent permitted by law:

- we will not be responsible for any omissions or modifications to the itinerary of your Journey or its inclusions due to Force Majeure or other circumstances beyond our control happening after we have confirmed your booking. This includes any loss of enjoyment or distress caused by omissions or modifications;
- if you are entitled to any compensation for any modifications or omissions, then you agree it will be reduced by the value of any alternative services we provide which you accept; and
- we will not be responsible to you for any other expenses or loss you incur resulting from any amendment or change to the itinerary of your Journey or its inclusions.

8. Force Majeure

PRIOR TO TRAVEL

If: (a) in our reasonable opinion we (either directly or through our employees, contractors, suppliers or agents) determine that your Journey cannot safely, lawfully or reasonably proceed due to a Force Majeure event; or (b) you give us notice no more than 14 days prior to commencement of your Journey that you cannot reasonably participate in it due to Government Restrictions then we may:

- reschedule your Journey, but only if you are agreeable to the rescheduled arrangements; or
- cancel your Journey, in which case our contract with you will terminate.

If we cancel your Journey, neither of us will have any claim for damages against the other. However, we will issue you with a Credit Note equal to the Journey Price received by us. Please note that our ability to issue you with a Credit Note may be dependent on our suppliers issuing corresponding credits to us. We cannot guarantee that our suppliers will issue corresponding credits. In such circumstances we may instead pay you a cash refund of the Journey Price received by us less: (a) unrecoverable third-party costs and other expenses that remain payable by us for your Journey Services; (b) overhead charges incurred by us relative to the Journey Price; and (c) fair compensation for work undertaken by us in relation to the Journey until the time of cancellation.

For the avoidance of doubt and without limitation, an illness, the development of a medical condition or the failure of any commercial transportation not included in your Journey is not considered a Force Majeure event.

DURING JOURNEY

If we cancel Journey Services due to Force Majeure during your Journey, we will provide you at your election with either a refund of recovered third party costs plus any third party costs we don't incur for the cancelled Journey Services or a Credit Note of the same value.

GENERAL

If we provide you with any alternative services or assistance where Journey Services are cancelled due to Force Majeure which you accept, then you agree that any amount to be refunded to you will be reduced by the value of these services and that assistance.

To the fullest extent permitted by law, our liability to you for cancellations due to Force Majeure is limited to your rights under this clause.

Booking Conditions

APPLIES TO ALL BLACK FRIDAY BOOKINGS MADE
BETWEEN 16 NOVEMBER - 1 DECEMBER 2023



9. Prior to your Journey

TRAVEL INSURANCE

It is strongly encouraged that you are adequately insured for the duration of your Journey. We recommend comprehensive travel insurance to cover cancellation, medical requirements, medical evacuation, luggage and additional expenses. The choice of insurer is yours. We strongly suggest you purchase insurance at the time you pay your Deposit. This is because cancellation fees may be payable from that time.

PASSPORTS, VISAS & VACCINATIONS

If you are not an Australian citizen it is your responsibility to ensure you hold a valid passport with sufficient validity and any required visas for your Journey. It is your responsibility to obtain vaccinations and preventative medicines as may be required for the duration of the Journey.

HEALTH & FITNESS

It is your responsibility to ensure that you have a suitable level of health and fitness to undertake the Journey. You must complete our 'Fitness to Travel Form' within a reasonable time after we issue your Booking Confirmation and in any event prior to travel. We may cancel your booking or refuse to board you without any right of refund if you fail to complete the 'Fitness to Travel Form' within a reasonable time after we have reminded you to do so.

Some walking tracks have sections of steep, uneven, rocky ground and may be slippery. Temperatures may be extreme. You are required to have a reasonable level of mobility and to be able to board and alight vehicles unaided by our personnel. Due to space restrictions onboard our touring vessels, we are unable to accommodate wheelchairs or walkers. Touring vehicles are not equipped with wheelchair lifts or ramps. If you require special assistance, you must be accompanied by a person who is able to provide such assistance.

Our personnel will be pleased to provide general assistance throughout your Journey. However our personnel are unable to meet the needs of guests requiring regular medical attention and are not able to act as carers. If you require special assistance, you must be accompanied by a person who is able to provide such assistance.

If you have doubts about your ability to undertake the Journey, please contact us to discuss your circumstances prior to making a Booking.

Existing Medical Conditions If you have a medical condition which may reasonably be expected to increase your risk of needing medical attention or special assistance, or which may materially affect the usual conduct of the Journey, then you must advise us prior to or at the time you make your Booking.

We may request you to provide an assessment of your medical condition from a qualified medical practitioner. If the assessment indicates that you are not fit to travel or will require special assistance which we cannot reasonably provide, then we may cancel your booking. Provided you notified us of your medical condition prior to or at the time you made your Booking, we will provide you with a full refund of payments received.

If you fail to provide a medical assessment within a reasonable time of our request, then this will be considered a cancellation by you and cancellation fees will apply.

New Medical Conditions You must advise us of any new or changed medical conditions which may reasonably be expected to increase your risk of needing medical attention or special assistance, or which may materially affect the usual conduct of the Journey.

We may request you to provide an assessment of your medical condition from a qualified medical practitioner. If the assessment indicates that you are not fit to travel or will require special assistance which we cannot reasonably provide, or if you fail to provide a medical assessment within a reasonable time or our request, then this will be considered a cancellation by you and cancellation fees will apply.

General We may refuse to confirm your Booking or to permit you to commence the Journey, and we may remove you from Journey, without any liability on our part and without an obligation to provide you with a refund if you have any illness, injury, disease or other medical condition which makes travel unsafe for you, other guests or our employees.

DIETARY REQUIREMENTS

Special dietary requests are required to be notified to us within 7 days after we issue your Booking Confirmation. We will endeavour to communicate your requirements to relevant suppliers. However, we cannot guarantee requests will be met by suppliers. It is your responsibility to check that meals and beverages do not contain any allergens. We expressly disclaim any liability for meals or beverages that contain allergens other than in circumstances where we have been negligent.

RISK ACCEPTANCES & WAIVERS

You acknowledge that your Journey may expose you to inherent personal risks which may be greater than those present in your everyday life. This could be because of the adventurous nature of the Journey, travelling through and visiting remote destinations, and interactions with wildlife. You travel on the basis that you accept these inherent risks and that to the fullest extent permitted by law we will not be responsible for any personal injury or death resulting from the materialisation of an inherent risk.

You acknowledge and agree that your participation in certain activities may be subject to you agreeing to a form of risk acceptance and waiver of liability for participation in the activity. Independent Suppliers and Additional Services Principals may also require you to agree to such forms.

10. During your Journey

LUGGAGE

Your luggage allowance is limited to one medium size suitcase or soft bag weighing no more than 16 kg (or the weight limits specified below, in relation to specific Journeys). Your luggage's width, length and depth must not exceed 140cm. You may also take onboard touring vehicles one hand-luggage item to be stored in the overhead luggage racks. Hand luggage must not to exceed 3 kg per person.

Some Journeys have different luggage restrictions:

- **Desert Safaris:** Luggage not to exceed 14kgs
- **Wet Season Spectacular:** Luggage not to exceed 12kgs
- **Seven Spirit Bay Short Breaks & Eyre Peninsula Whale & Seafood Adventures:** Luggage not to exceed 15kgs

You must not bring onboard any goods or objects of a flammable or dangerous nature or which we reasonably consider could harm or significantly detract from the enjoyment of other guest including: (i) firearms, knives, weapons or sharp objects; (ii) alcohol for consumption onboard or illegal drugs of any kind; (iii) items that may become or are dangerous, such as seal batteries, explosives, poisons (such as pesticides and herbicides); (iii) items prohibited by law; (iv) drones or (v) animals (with the exception of guide / assistance dogs).

Booking Conditions

APPLIES TO ALL BLACK FRIDAY BOOKINGS MADE
BETWEEN 16 NOVEMBER - 1 DECEMBER 2023



You must advise us prior to Booking if you wish to be accompanied by a guide / assistance dog. It may not always be possible to accommodate guide / assistance dogs due to the fact that, amongst of things, many Journeys traverse remote and native title areas, vehicles may be confined, and third party consents may be required. Luggage limits are enforced. You will be required to leave any excess luggage at the point of embarkation for the duration of the Journey, which will be stored at your risk and cost. You will be responsible for any shipping to the point of disembarkment or such other address as you notify.

SEARCHES

If we have reasonable cause to believe that you are carrying a prohibited item, an authorised representative of us may, subject to applicable laws, search or inspect you and your luggage. We have the right to detain, confiscate or destroy without incurring any liability to you or any other person any items carried by you which we, acting reasonably, consider dangerous or which pose a risk or inconvenience to the security of the any vehicles or aircraft or other persons.

REMOTE AREAS

You acknowledge that some Journeys visit and include overnight accommodation in remote areas which are located considerable distances from hospitals, medical centres or other forms of medical facilities. Outback Spirit Desert Safaris travel through extremely remote areas for multiple consecutive days.

You acknowledge that there may be occasions where you require first aid due to an accident, illness, injury or other health condition. You consent to our personnel providing you with first aid on the basis that: (a) our personnel are not qualified medical professionals; (b) we make no warranties and expressly disclaim all warranties regarding the standard of care that may be provided; and (c) to the fullest extent permitted by law we will not be liable (and neither will our personnel) for any care given or omitted. If you are unable to do so yourself, you consent to us seeking and securing any medical treatment that we reasonably consider you require. This may include attendance or evacuation by the Royal Flying Doctor Service or a similar service. You agree to reimburse us for any costs we incur in seeking medical treatment on your behalf.

BEHAVIOUR

You must follow the reasonable directions of our (and our suppliers') personnel. If you act in a manner that threatens the safety of yourself or others (including our (or our suppliers') personnel, other guests on the Journey, or third parties) or significantly disrupts their enjoyment, our representatives may, acting reasonably, require that you leave the Journey. You will not be entitled to any refund for unused Journey Services and you will be responsible for any additional costs you incur.

ONBOARD

Smoking (including e-cigarettes or vaping) is not permitted on any vehicles, vessels or aircraft. Seats are allocated on vehicles but may not be allocated on vessels or aircraft. You acknowledge that you will be directed to rotate seats throughout the Journey.

SEATBELTS

Where a vehicle, vessel or aircraft is equipped with seatbelts, you must always wear your seatbelt when onboard. To the fullest extent permitted by law, our liability to you for any personal injury, death or other damages or claims arising from an accident or incident involving a vehicle, vessel or aircraft you are travelling on as part of the Journey will be limited or excluded to the extent your failure to wear a supplied seatbelt contributed to or caused your injury or death.

11. Unused & Denied Services

No refunds will be made for of any Journey Services not utilised, whether by choice or because of late arrival or early departure. This includes the failure of commercial transport to operate according to schedule, which we disclaim responsibility for. This does not apply if the reason for your late arrival or early departure was due to our negligence.

12. Responsibility

OUR JOURNEYS

Journey Services supplied by us To the extent only that we are the principal supplier to you of Journey Services which we directly control, operate or own then we will provide those Journey Services with reasonable skill and care.

We will only be responsible for our employees in the course of their employment, and for our agents and contractors (where we have direct control over them) if they were carrying out the work we had asked them to do.

We will not be responsible for any loss, damage, claim or expense caused by the acts or omissions of yourself, of any other third party not connected with the provision of the Journey Services, or due to an event of Force Majeure.

Services supplied by Independent Suppliers Where an Independent Supplier is the supplier of Journey Services, you acknowledge that our obligations to you are limited to taking reasonable care to select a reputable Independent Supplier and arranging for them to provide those Journey Services to you. Independent Suppliers over whom we may not have direct control could include hoteliers, independent transport companies (i.e., vehicles not operated by us), excursion operators, venue operators and common carriers.

To the fullest extent permitted by law, we will not be responsible to you for any loss, damage, personal injury or delay attributable to the actions, omissions or negligence of an Independent Supplier and not caused by our negligence. Any claims you have in this regard must be made against the Independent Supplier.

RECREATIONAL SERVICES

If we supply any Recreational Services to you, then to the maximum extent permitted by law we exclude any liability for death, physical injury or mental injury or any other liability referred to in section 139A(3) of the Competition and Consumer Act 2010 (Cth) resulting from our failure to comply with a guarantee that applies under Subdivision B of Division 1 of Part 3-2 of the Australian Consumer Law. This exclusion does not apply to significant personal injury caused by our reckless conduct.

ADDITIONAL SERVICES

You agree that our responsibility to you for any Additional Services is limited to arranging for you to contract with the Additional Services Principal. You agree that you will be subject to the Additional Services Principal's own booking conditions. Any claim in connection with the supply (or failure to supply) those Additional Services must be made directly against the Additional Services Principal. We will in no way be responsible for the actions, omissions or negligence of the Additional Services Principal or any person engaged by them to deliver the Additional Services.

Booking Conditions

APPLIES TO ALL BLACK FRIDAY BOOKINGS MADE
BETWEEN 16 NOVEMBER - 1 DECEMBER 2023



GENERAL LIABILITY LIMITATION

We cannot guarantee our schedule. As a result, you should allow ample time for connections. We will not be responsible for any loss or additional expenses you incur for any missed connections/services attributable to delays.

Australian Consumer Law and corresponding legislation in State and Territory jurisdictions in certain circumstances imply mandatory guarantees into consumer contracts ("Consumer Guarantees"). These Booking Conditions do not exclude or limit the application of the Consumer Guarantees other than to the extent they can be excluded or limited, in which case we limit or exclude the Consumer Guarantees to the fullest extent permitted. Other than the Consumer Guarantees, we disclaim all warranties and guarantees.

To the fullest extent permitted by law, our maximum liability to you under these Booking Conditions, in tort (including negligence) or at law is limited to arranging for the Journey Services to be resupplied or payment of the cost of the Journey Price.

13. Complaints

In the event of a problem with any aspect of your Journey Services you must tell us or make our representative or our local supplier aware of such problems as soon as possible. This is so we or our suppliers have had the opportunity to put things right on the ground.

If you notify us of a problem during travel and we haven't resolved it to your satisfaction, please follow this up in writing within 30 days from the end of your Journey. This is so we have the opportunity to pursue the claim with our own suppliers (if relevant). Notification of a complaint does not guarantee any particular outcome.

If you fail to follow this procedure, this may limit your rights to make a claim.

14. Refunds

Any refunds payable by us under these Booking Conditions will be made as follows: (a) if you paid us directly with a credit or debit card, we will credit the same card with the refund unless you advise us that the card has expired or is no longer active; (b) if you paid us by direct bank transfer, we will pay the refund to a bank account notified by you; and (c) if you booked your Journey through a travel agent, then we will pay the refund to the travel agent.

15. Deemed Acceptance

If you place a booking on behalf of another party, you represent and promise to us that you are duly authorised to provide the agreement and consent of the other party to be bound by these Booking Conditions. You agree that you will be responsible for any loss or damage we incur but would not have incurred had this been the case.

16. Image Release

We and our suppliers may take photographs or make recordings of you and your activities that identify you during the Journey. We reserve the right to use any images and/or recordings for promotional and marketing purposes. You consent to this use and acknowledge you will not be entitled to any payment or other compensation. If you do not consent to the use of your image or likeness, please advise us at least 21 days prior to the commencement of your Journey.

17. General

The contract between us and you is governed by the laws of the State of New South Wales, provided that if the civil liability legislation of New South Wales does not apply because a cause of action arose

outside New South Wales, then the contract (to the extent it relates to that cause of action) shall be governed by the State or Territory in which the cause of action arose. Any disputes shall be dealt with by a court with the appropriate jurisdiction in the State or Territory of the governing law.

If any provision of these Booking Conditions is found to be unenforceable, then to the extent possible it will be severed without affecting the remaining provisions.

Any personal information you provide to us will be collected, stored, used, protected and shared in accordance with Australian Privacy Principles (and foreign privacy laws, if applicable), and our Privacy Policy, which is published at www.outbackspirittours.com.au/privacy.

If these Booking Conditions are published in a brochure, you acknowledge that information within the brochure is correct at the time of publication. However, some details may change including, but not limited to Journey Prices, Journey Services and the associated itinerary.

We reserve the right to modify these Booking Conditions at any time without prior notice. We will publish amended Booking Conditions on our website (www.outbackspirittours.com.au). The amended Booking Conditions will be effective upon publication. The Booking Conditions that govern the contract between you and us are those Booking Conditions in effect at the time you make a Booking.

You may check Journey information, including Journey Pricing, Journey Services and the associated itinerary, prior to making a Booking by calling Outback Spirit Tours on 1800 688 222.

You acknowledge that photos we publish are representative of the Journey but may not reflect that exact experience.

These Booking Conditions are effective and apply to all Bookings made from 9 November 2023.

DEFINITIONS

Additional Services means any services which are not included in the Journey (or not otherwise sold by us as principal supplier) but which you book through us such as pre and post Journey accommodation, flights, car hire and excursions.

Additional Services Principal means the principal supplier of the Additional Services.

Base Journey Price means the standard price for a Journey which is applicable to Everyday Fares.

Booking means a request from you to book a Journey and any Additional Services.

Booking Confirmation means a document issued by us to confirm acceptance of your Booking subject to these Booking Conditions.

Credit Note means a credit note issued by us redeemable within 24 months after issue against any services offered by Outback Spirit Tours. Credit notes are not transferrable and not redeemable for cash. Redemptions will be subject to the booking conditions applicable to those services in effect at the time of redemption. Refunds will not be made for services cancelled by you after redemption.

Deposit means the deposit required to be paid by you to confirm your Booking as determined according to the table at clause 4 or as otherwise specified in a Booking Confirmation.

Everyday Fare means a fare type with price, payment, amendment and cancellation terms as specified in the table at clause 4.

Everyday Past Passenger Fare a fare type with price, payment, amendment and cancellation terms as specified in the table at clause 4 that is available to book by Past Passengers.

Booking Conditions

APPLIES TO ALL BLACK FRIDAY BOOKINGS MADE
BETWEEN 16 NOVEMBER - 1 DECEMBER 2023



Fare Class means the fare class applicable to your Booking, being either a Fully Flexible Fare, Everyday Fare or Everyday Past Passenger Fare.

Force Majeure means an event or events beyond the control of the parties and which the parties could not have reasonably prevented, and includes but is not limited to: (a) natural disasters (including not limited to flooding, fire, earthquake, landslide, volcanic eruption), adverse weather conditions (including hurricane or cyclone), high or low water levels; (b) war, armed conflict, industrial dispute, civil strife, terrorist activity or the threat of such acts; (c) epidemic, pandemic; (d) any new or change in law, order, decree, rule or regulation of any government authority (including travel advisories and restrictions); but excludes for the avoidance of doubt any personal illness or medical condition.

Fully Flexible Fare means a fare type with price, payment, amendment and cancellation terms as specified in the table at clause 4.

Government Restrictions means any of the things specified in part (d) of the definition of Force Majeure.

Independent Suppliers means any suppliers of Journey Services which we do not directly control, operate or own.

Journey means a tour which we sell as principal comprising Journey Services.

Journey Price means the price for your Journey.

Journey Services means the travel arrangements and incidental services included in your Journey which may include, ground transportation (including rail), flights, accommodation, excursions and guides.

Past Passenger means a person who has in the past booked and travelled on a Journey.

Recreational Services means services that consist of participation in the activities referred to in Section 139A of the Competition and Consumer Act 2010 (Cth), being participation in:

- (a) a sporting activity or similar leisure time pursuit; or
- (b) any other activity that:
 - (i) involves a significant degree of physical exertion or physical risk; and
 - (ii) is undertaken for the purposes of recreation, enjoyment or leisure.

Travel Period means the period from 1 January to 31 December for a particular year.